

FILE COPY

DEED

THIS INDENTURE, made this 8th day of September, 1965
between the ANACONDA ALUMINUM COMPANY, a Montana corporation
("Grantor"), and the UNITED STATES OF AMERICA ("Grantee"),
WITNESSETH:

In consideration of the sum of Ten Dollars (\$10.00)
and other good and valuable consideration, the receipt whereof
is hereby acknowledged, Grantor does hereby grant and convey unto
Grantee and to its assigns, forever, the following described real
property, situate in the County of Flathead, State of Montana,
to-wit:

1. A parcel of land in Northeast Quarter of the
Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 3 and the
Northwest Quarter of the Southwest Quarter
(NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 2, Township 30 North,
Range 20 West, Montana Principal Meridian, design-
ated as "Parcel 1" on the map attached hereto
as "Exhibit A" and described by the following
metes and bounds:

Beginning at a point in said NE $\frac{1}{4}$ SE $\frac{1}{4}$ of
Section 3, N.3°41'50" E.102.0 feet from Monument
"D" which is N.58°57'20" E.1262.2 feet from the
southwest corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 3;
thence S.86°18'10" E.664.1 feet to a point which
is 10 feet westerly from the centerline of railroad
track "1A" shown on Exhibit A; thence parallel with
said track "1A" S.10°27'50" W.69.2 feet; thence
concentric with and 10 feet westerly, north-westerly,
and northerly from said track "1A" along a 308.3
foot radius curve to the right 447.9 feet (long
chord = S.52°04'50" W.411.3 feet); thence 10 feet
northerly from and parallel with said track "1A"
N.86°18'10" W.146.0 feet; thence parallel with and
10 feet northerly from railroad track "2A" N.79°56'10"
W.121.5 feet; thence concentric with and 10 feet
northeasterly from said track "2A" along a 298.3 foot
radius curve to the right 363.3 feet (long chord =
N.45°03'00" W.343.1 feet); thence S.86°18'10"
E.101.3 feet; thence N.3°41'50" E.102.0 feet; thence
S.86°18'10" E.75.0 feet to the point of beginning;
containing 5.37 acres, more or less.

2. A parcel of land in the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 3, Township 30 North, Range 20 West, Montana Principal Meridian, designated as "Parcel 2" on the map attached hereto as "Exhibit A" and described by the following metes and bounds:

Beginning at a point S.3°41'50" W.315.0 feet from Monument "D" which is N.58°57'20" E.1262.2 feet from the southwest corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 3; thence S.86°18'10" E.252.0 feet; thence S.3°41'50" W.170.0 feet; thence N.86°18'10" W.290.0 feet; thence N.3°41'50" E.170.0 feet; thence S.86°18'10" E.38.0 feet to the point of beginning; containing 1.13 acres, more or less.

EXCEPTING AND RESERVING, however, from this conveyance all ores and minerals beneath the surface of the above-described premises, or contained therein or thereon, together with the right to mine and extract the same, provided that such mining or extraction shall be performed without impairment of surface support or Grantee's use of said surface.

There is also reserved and excepted from this conveyance all water, waters and water rights belonging to or appurtenant to the above-described premises, or any part thereof, or heretofore used upon said premises, or any part thereof.

There is also expressly reserved to Grantor, its successors and assigns, the right to keep, service, repair and maintain the water, gas, sewer and other utility lines and fixtures now owned by Grantor within the above-described premises and shown on Exhibit A, together with the right of ingress and egress upon said premises for the purposes of servicing, repairing, maintaining or replacing said utility lines or facilities.

This conveyance also is expressly made subject to any and all rights of way or easements heretofore granted, laid out, used or existing upon the said premises, and to all reservations or exceptions contained in United States patents or any deed of record.

It is further understood and agreed that as a part of the consideration for the conveyance of said premises, Grantor shall have the perpetual right to discharge wastes, smoke, fumes, emanations or other materials or substances from its aluminum reduction plant adjacent to said premises without liability to the Grantee or its assigns because of obnoxious odors, corrosion, or damage of any kind to the said premises or to any equipment, property or installations placed or made thereon by Grantee or its assigns.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the tenements and appurtenances, unto the Grantee, and its assigns, forever.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed by its officers thereunto duly authorized, and its corporate seal to be hereunto affixed, the day and year first above written.

ANACONDA ALUMINUM COMPANY

By James F. Smith
Its Vice President

ATTEST:

John B. Anderson
Its Assistant Secretary

STATE OF MONTANA)
) ss.
County of Flathead)

On this the 8th day of September, 1965, before me, the undersigned, a Notary Public for the State of Montana, personally appeared JAMES F. SMITH, known to me to be a Vice President of ANACONDA ALUMINUM COMPANY, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate first above written.

H. N. Liden
Notary Public for the State of Montana,
Residing at Columbia Falls, Montana

My Commission expires March 1, 1966

